	<u> </u>		1. CONTRACT ID CODE	PAGE OF PAGES					
AMENDMENT OF SOLIC	TATION/MODIFICATION	ON OF CONTRACT		1 3					
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE I	REQ. NO.	5. PROJECT NO. (If applicable)					
A031	See Block 16C	06-07RL14655.0	02						
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other	r than Item 6)	CODE					
U.S. Department of Energy Richland Operations Office P. O. Box 550, MSIN A7-80 Richland, WA 99352		Same as item 6.							
8. NAME AND ADDRESS OF CONTRACTOR (No.	Street, county, State and ZIP: Code)	I	(✔) 9A. AMENDM	ENT OF SOLICITATION NO.					
Washington Closure Hanford 3070 George Washington Wa Richland, WA 99354	LLC (WCH)		9B. DATED (S						
rechand, Wit 99334	√ DE-A	10A. MODIFICATION OF CONTRACT/ORDER N DE-AC06-05RL14655 10B. DATED (SEE ITEM 13)							
CODE	FACILITY CODE			03/23/05					
11 17111	C PEM ONE V ADDI INCO	O AMENIDMENTS OF							
	S ITEM ONLY APPLIES T								
The above numbered solicitation is amend	led as set forth in Item 14. The hour and	date specified for receipt of Offers	☐ is extended, ☐ is	not extended.					
Offers must acknowledge receipt of this amend	ment prior to the hour and date specified	in the solicitation or as amended, l	y one of the following me	ethods:					
(a) By completing Items 8 and 15, and returns separate letter or telegram which includes a repLACE DESIGNATED FOR THE RECEIPT (amendment you desire to change an offer alread amendment, and is received prior to the opening	eference to the solicitation and amendo OF OFFERS PRIOR TO THE HOUR All dy submitted, such change may be made	ment numbers. FAILURE OF YO ND DATA SPECIFIED MAY RES	OUR ACKNOWLEDGM OULT IN REJECTION OF	ENT TO BE RECEIVED AT THE YOUR OFFER. If by virtue of this					
2. ACCOUNTING AND APPROPRIATION DATA	(If required)								
See Attached Appropriation Da	ta								
IT M	ITEM APPLIES ONLY TO M ODIFIES THE CONTRACT/O RSUANT TO: (Specify authority) THE CHA	RDER NO. AS DESCRIB	ED IN ITEM 14.						
ITEM 14, PURSUANT TO THE AUTHO	• • • • • • • • • • • • • • • • • • • •		as changes in paying office, ap	opropriation date, etc.) SET FORTH IN					
C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PURSUANT TO AUTHO	ORITY OF:							
D. OTHER Specify type of modification and	authority)								
X B.2, Obligation and Availa									
The manufacture of the second				<u> </u>					
E. IMPORTANT: Contractor i									
14. DESCRIPTION OF AMENDA	MENT/MODIFICATION (Orga	inized by UCF section head	lings, including solic	citation/contract subject					
A) The amount of funds o			ability of Fund	s, is increased by					
\$9,950,000.00 from \$238,7	/49,0/0.38 to \$248,699	,070.38							
B) Replacement page B-2	is provided.								
xcept at provided herein, all terms and conditions of th	e document referenced in Item 9A or 10A, as h	eretofore changed, remains unchanged a	nd in full force and effect.						
5A. NAME AND TITLE OF SIGNER (Type or)		16A. NAME AND TITLE OF O		(Type or print)					
		Stacie L. Sec	lgwick						
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED			16C DATE SIGNED					
55. COMPRESSION OF PEROR	ISC. DATE SIGNED	Stario	•	well 30 Nov C					
(Signature of person authorized to s	ign)	BY Signature of	Contracting Officer	in the second					
1000 man of person tunion test to si	9.7	/ (Diginitare DA)	comments Officer)	N FORM 20 (DEW 10 02)					

B.2 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Pursuant to the Section I clause entitled Limitation of Funds, total funds in the amount of \$248,699,070.38 have been allotted for obligation and are available for payment for services provided from the effective date of this Contract through the period estimated to end December 31, 2006.
- (b) Except as may be specifically provided in the Section I clause entitled *Nuclear Hazards Indemnity Agreement*, the duties and obligations of the U.S. Department of Energy (DOE)
 hereunder calling for the expenditure of appropriated funds shall be subject to the
 availability of funds appropriated by the U.S. Congress that DOE may legally spend for
 such purposes.

B.3 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) If the Contractor is part of a teaming arrangement as described in Federal Acquisition Regulation (FAR) 9.601, the team shall share in this Contract fee structure. Separate additional subcontractor fees for individual team members will not be considered an allowable cost under the Contract. If a subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit paid to such entity will not be considered an allowable cost under this Contract.
- (b) The subcontractor fee restriction in subsection (a) does not apply to members of the Contractor's team that are: (i) small business(es); (ii) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H clause entitled Mentor-Protégé Program; (iii) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (iv) commercial items as defined at FAR 2.101.

B.4 INCENTIVE FEE STRUCTURE

- (a) "Completion of Contract Requirements" is defined as performance of all requirements described in this Contract (except those requirements customarily reserved for Contract closeout and final payment) on or before September 30, 2015. Completion of Contract Requirements is a condition precedent to earning any of the Group A and Group B incentive fee under Clause B.7(c) and (d).
- (b) Table B.1, Incentive Fee Structure, sets forth the Cost Performance Incentive Fee (including Target Cost, Target Fee, and Cost Share Ratio); Schedule Performance Incentive Fee; Maximum Incentive Fees, and Minimum Incentive Fees that can be earned under the Contract. The Cost Performance Incentive Fee and Schedule Performance Incentive Fees are each divided into three components: CLIN 1; CLIN 2; and CLIN 3.

B.5 CHANGES TO TARGET COST, TARGET FEE, AND SCHEDULE

- (a) General Requirements.
 - Changes to Target Cost, Target Fee, and Schedule.
 - (i) The Contractor shall take all reasonable steps to manage, prevent, and mitigate changes to Target Cost, Target Fee, and Schedule. DOE does not anticipate any point of complete redetermination of Target Cost, Target Fee, and Schedule during the period of performance of the Contract.

Page 1 of 1

Fiscal Year 2007 -- Fiscal Month: 02

Contract Modification Number: A031 10:35:30AM

Financial Plan Number: 2

11/29/2006

Rpt Entity: RL Richland Operations Office

Financial Plan Report - Detail

Site: RL

RL14655 - Washington Closure Hanford

Total Available	13,796.18	13,796.118	13,796.18	5,866.37	5,866.37	5,866.37	1,066,914.38	93.76	1,067,008.14	24,248.60	24,248.60	6,548,790.23	6,548,790,23	775,538.26	775,538,28	8,415,585.23	8,435,247,78	8.435.247.78 49,950,000.00		49,950,000.00	49,950,000,00	49,950,000.00	40,250,000.00	58,285,247,76
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